

NUMBER: NINETEEN (19).-----

-----SECOND AMENDMENT TO DEED OF TRUST -----

---In the City of Ponce, Commonwealth of Puerto Rico, this twenty-seventh (27th) day of June of the year two thousand three (2003). -----

-----BEFORE ME -----

----CARLOS BATISTA JIMÉNEZ, Notary Public in and

for the Commonwealth of Puerto Rico, with residence

in Ponce, Puerto Rico, and offices located at

Second Floor of Banco Popular Building, Plaza

Degetau, between Comercio Street and Paseo Antonio

S. Arias Ventura of said city. -----

-----APPEAR -----

AS PARTY OF THE FIRST PART: DAMAS FOUNDATION, INC.,

previously known as ASOCIACION DE SEÑORAS DAMAS DEL

SANTO ASILO DE PONCE, a nonprofit corporation

organized and existing under the laws of the

Commonwealth of Puerto Rico (hereafter sometimes

referred to as the "SETTLOR") Employer-----

Identification Number sixty six hyphen zero

eighteen hyphen thirty three ten (66-018-3310) and

represented herein by Roberto Antonio Rentas Ramos,

of legal age, married, executive, and resident of

Ponce, Puerto Rico, who has delivered to me a

certified copy of a resolution of the SETTLOR's

Board of Directors which I will attach to the first

certified copy of this deed and which, in my

opinion, evidences and proves that he is authorized

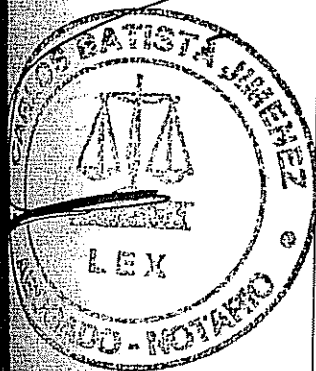
to bind and act herein for the SETTLOR. -----

on this same date I --
first certify copy
this deed to Banco --
lar de Puerto Rico.--
test.

Notary Public

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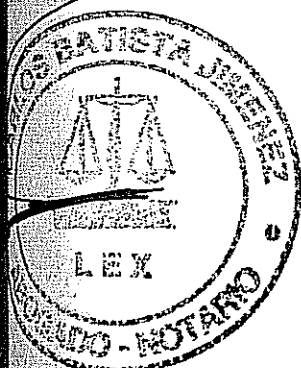
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AS PARTY OF THE SECOND PART: HOSPITAL DAMAS, INC.,
a nonprofit corporation organized and existing
under the laws of the Commonwealth of Puerto Rico
(hereafter sometimes referred to as the "HOSPITAL
DAMAS") Employer Identification Number sixty six
hyphen zero eighteen hyphen thirty three ten-----
(66-018-3310) and represented herein by its
Administrator, Roberto Antonio Rentas Ramos, of
legal age, married, executive, and resident of
Ponce, Puerto Rico, who has delivered to me a
certified copy of a resolution of HOSPITAL DAMAS'
Board of Directors which I will attach to the first
certified copy of this deed and which, in my
opinion, evidences and proves that he is authorized
to bind and act herein for HOSPITAL DAMAS. -----

AS PARTY OF THE THIRD PART: BANCO POPULAR DE PUERTO
RICO, a Corporation organized and existing under
the laws of the Commonwealth of Puerto Rico, having
its principal corporate office in Hato Rey, which
is authorized under such laws to exercise corporate
trust powers (said bank and any other bank or trust
company becoming successor trustee being herein-
after referred to as the "TRUSTEE"), Employer
Identification Number sixty six hyphen zero
eighteen hyphen eighty eight sixty six (66-018-
8866) and represented herein by its Senior Vice
President and Trust Officer Luis Roberto Cintrón
Berrios, of legal age, married, attorney-at-law,
and resident of Guaynabo, Puerto Rico, who has
delivered to me a certified copy of a resolution of
the TRUSTEE's Board of Directors which I will
attach to the first certified copy of this deed and

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which, in my opinion, evidences and proves that he is authorized to bind and act herein for the TRUSTEE. -----

I, the subscribing Notary, under my notarial faith, certify and attest that I personally know the appearing parties and by their own statement I likewise certify and attest their legal age, residence, occupation and civil status. The said appearing parties assure me that they are in full use and enjoyment of their civil rights, nothing to the contrary being known to me the Notary, and having in my judgment, sufficient legal capacity and authority for the execution of this instrument, they freely agree as follows: -----

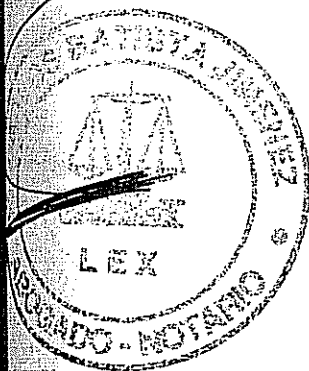
-----STATE-----

FIRST: That by deed number eighty three (83) of Deed of Trust, executed in Ponce, Puerto Rico, on December thirteen (13) of the year nineteen hundred and eighty six (1986), before notary public Enrique A. Vicéns, Jr., the SETTLOR established a trust designated and known as "DAMAS SELF INSURANCE TRUST FUND" for the purpose of paying reasonable administrative expenses of the Trust and SETTLOR's Risk Management Program. -----

SECOND: That by deed number six (6) of Amendment To Deed of Trust, executed in San Juan, Puerto Rico, on May eight (8) of the year nineteen hundred and ninety-two (1992), before notary public Enrique A. Vicéns, Jr., the SETTLOR and the TRUSTEE amended deed number eighty three (83) of Deed of Trust, executed in Ponce, Puerto Rico, on December thirteen (13) of the year nineteen hundred and

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eighty six (1986), before notary public Enrique A. Vicéns, Jr., referred to in paragraph FIRST above. THIRD: The appearing party of the second part and the appearing party of the first part represent and affirm that the appearing party of the second part is a wholly owned corporation of the appearing party of the first part, whose only purpose is to administer the Hospital Damas located at Ponce By Pass, Ponce, Puerto Rico, the property of SETTLOR. As such, for all purposes concerning HOSPITAL DAMAS SELF INSURANCE TRUST FUND the appearing party of the first part, and the appearing party of the second part shall be considered as one and the same party. -----

FOURTH: That the parties herein have agreed to amend said Deed of Trust and Amendment To Deed of Trust and having so amended it, the same shall read as follows: -----

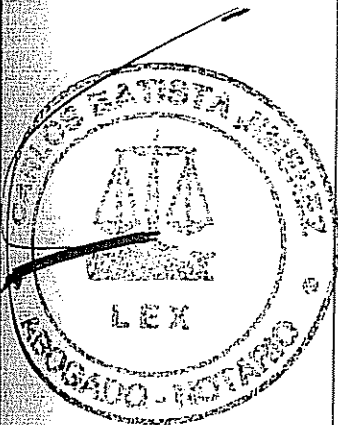
-----THE AGREEMENT OF THE APPEARING PARTIES -----

I. TITLE OF TRUST: The Trust hereby established shall be designated and known as HOSPITAL DAMAS SELF INSURANCE TRUST FUND. -----

II. GENERAL STATEMENT: The Trust is established for the purpose of paying malpractice claims against HOSPITAL DAMAS and the SETTLOR. The Trust shall consist of such funds as shall from time to time be deposited with the TRUSTEE by the SETTLOR, which funds and any increment thereto and the income therefrom and the property for which any of the same shall be exchanged for or into which any of the same shall be converted shall collectively constitute the TRUST ESTATE. The TRUSTEE shall be

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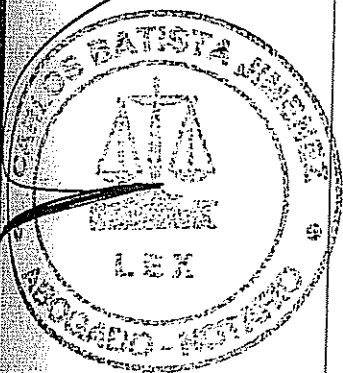
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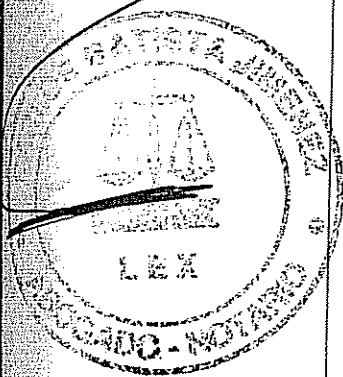


responsible only for such sums and property as shall actually be received by it as TRUSTEE hereunder and shall not be required to determine whether contributions of the SETTLOR comply with legal or contractual requirements of the SETTLOR. The TRUSTEE shall manage, invest, and reinvest the trust pursuant to the provisions herein and shall make payments from the Trust as hereinafter provided pursuant to the instructions of the SETTLOR's Board of Directors (hereafter called the "BOARD"). The BOARD shall have the exclusive right to enforce any and all provisions of the Trust, and in any action or proceeding affecting the Trust, the SETTLOR, the BOARD, and the TRUSTEE, shall be the only necessary or proper parties and the only parties entitled to any notice or process. -----

III. POWERS OF TRUSTEE: (1) The TRUSTEE shall invest and reinvest the Trust, without distinction between principal and income thereof, in such bonds, notes, debentures, mortgages preferred or common stocks, pooled investments funds, or in such other properties real or personal, and/or securities of any kind, class or character as the TRUSTEE may deem suitable provided, however, that the BOARD may from time to time by written instructions direct the approximate percentages of the Trust Fund to be invested in any one or more general classes of securities and/or properties, real or personal and the TRUSTEE shall follow any such instructions, provided further such investments shall conform to the terms and provisions of Chapter Six of Act Number Seventy

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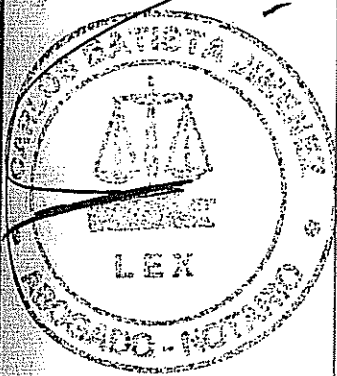
Seven (77) of June Nineteen Hundred and Fifty Seven, as amended, known as the Puerto Rico Insurance Code, regarding investments and diversification. The TRUSTEE in its discretion may, and retain in cash, without liability for interest thereon, a portion of the TRUST awaiting investment or to meet contemplated payments. -----

(2) Investment Manager: The SETTLOR and/or the BOARD and/or the TRUSTEE may appoint an Investment Manager to carry out the investment responsibilities provided in Section III hereof. If an Investment Manager is appointed, the TRUSTEE shall carry out its investment responsibilities in respect to all or any part of the Fund, in accordance with the instructions delivered to it by the Investment Manager appointed. In the event that the Investment Manager is appointed by the SETTLOR and/or BOARD, notice of the appointment of the Investment Manager shall be certified to the TRUSTEE by the SETTLOR and/or the BOARD of the termination of the Investment Manager's ----- appointment. If no Investment Manager has been designated by the SETTLOR and/or the BOARD with respect to all or any part of the Fund, the TRUSTEE shall exercise all of the powers as set forth in Section III hereof. -----

(3) The TRUSTEE shall have the following rights and powers with respect to the Trust: To invest and reinvest the Trust Estate, to collect the income, rents, issues, profits, and increase therefrom, to sell upon any terms, give options to purchase, assign, lease, contract to lease, exchange,

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convert, encumber, pledge, and mortgage; to alter and change the investments thereof from time to time in its discretion; to improve, manage, protect, subdivide, and partition any real estate forming part of the Trust, to invest in the accounts of the TRUSTEE, to dedicate to public use and vacate all or any part thereof; to compromise, adjust, and settle all claims to or against the Trust at such amounts and upon such terms of payments as it deems best subject to Section IV of this instrument; to grant options to lease and to lease for any term (including leases of ninety nine (99) years or a longer or shorter period of time) although such terms extends beyond the period of the Trust hereby created; to make leases upon such terms and conditions as may be deemed by it to be proper; to renew, cancel, amend and/or extend leases and consent to the assignment and modification of any lease, on any terms which may be deemed by it to be necessary, proper or advisable; and to vote personally or by proxy any shares of stock which may at any time be held by it hereunder. -----

(4) In case any bonds, notes, stocks or other securities held by the TRUSTEE shall entitle the holder to an option or privilege to convert the same into other bonds, notes, stocks or other securities, or in case the right or privilege shall be given to the holder to subscribe for additional or other bonds, notes, stocks, or other securities, the TRUSTEE is authorized in its discretion to exercise such options, rights and privileges from

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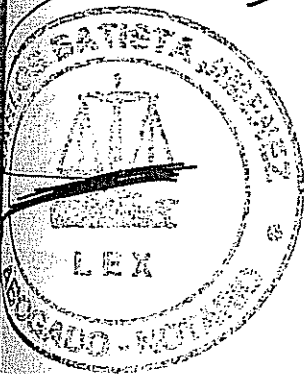
time to time, and to make such conversions and subscriptions and to make payments therefore, and to hold such bonds, notes, stocks, or other securities so acquired as investments for the Trust and to advance or borrow money for the purpose of exercising any such rights. -----

(5) The TRUSTEE may become a party to any reorganization, consolidation, merger or other capital readjustment of any corporation, the stocks or securities of which may at any time be held as part of the Trust. It may participate in any such reorganizations, consolidation, merger or readjustment; and may deposit with any committee or depository, pursuant to any plan or agreement or reorganization, consolidation, merger or readjustment any property held in the Trust; and may receive and continue to hold in trust any property allotted to the Fund by reason of its participation therein. -----

(6) The TRUSTEE shall have full power and authority by contract to bind the Trust Estate without making itself individually liable, and to perform any and all other acts which it may deem proper to carry out the purposes of this instrument. The TRUSTEE may cause any securities of property at any time held by it hereunder to be carried in its individual name, or in the name of a nominee. The TRUSTEE may employ such agents, banks brokers, financial institutions, investment advisor firms, brokerage houses, insurance companies, accountants, attorneys (which may be of counsel for the SETTLOR) and such other advisors and/or assistants as it may

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deem necessary or proper in the matter of the execution of this Trust at such wages, fees, remuneration, consideration or otherwise, and upon such terms and conditions as he shall deem proper. Any and all costs, charges, and fees relative thereto, shall not be paid from the Trust Fund and shall be paid by the SETTLOR. The TRUSTEE shall not be liable hereunder except for its own negligence or willful misconduct or failure to use reasonable care in matters pertaining to this Trust or for any act or omission of the Investment Manager's discharge of its duties. -----

(7) With reference to the operation of the Risk Management Program, the TRUSTEE shall be entitled to recognize and act upon the instructions, directions, requests, and requisitions of the members of the BOARD last certifies to it by the SETTLOR, and may accept as evidence of any action or resolution adopted by the BOARD a certificate or memorandum thereof, signed by a majority of the members of such BOARD or by the President and the Secretary, respectively, of the BOARD. The TRUSTEE may continue to act in accordance with such action or resolution until the receipt of evidence by it rescinding or amending such action or resolution.

(8) The TRUSTEE shall be paid a reasonable compensation for its service in such amount as shall be agreed upon from time to time between the SETTLOR and the TRUSTEE. All costs, charges, and expenses of the Trust and of the management thereof, including reasonable compensation of the TRUSTEE and that of agents, brokers, attorneys, and

assistants that it may employ, and all taxes, assessments, and charges against the Trust shall not be paid from the Trust Fund and shall be paid by the SETTLOR. -----

(9) The duties, obligations, and rights of the TRUSTEE shall be limited to the terms and provisions of this Trust Agreement, notwithstanding any reference herein to the Risk Management Program. The TRUSTEE is given as full and complete power and authority over the Trust, except as herein provided, as fully and to the same extent as any individual might, could or would have owning similar property or securities in his own right, and the enumeration of specific in his powers shall not be taken to restrict general powers and authority herein given. The decision of the TRUSTEE as to any discretion conferred upon it hereunder shall be final and conclusive upon all concerned. -----

(10) At no time shall any part of the Fund (whether by reason of any amendment of this Agreement, or otherwise) be used for or diverted to, purposes other than to pay the malpractice claims against HOSPITAL DAMAS and the SETTLOR. -----

IV. DISBURSEMENT OF FUNDS: (1) For purposes of paying the malpractice claims against HOSPITAL DAMAS and the SETTLOR, the TRUSTEE shall make such payments at such times to such persons and in such amounts as the BOARD shall direct in writing. SETTLOR shall prior to any such disbursement, certify to the TRUSTEE that said disbursement has been authorized by the Insurance Commissioner of the Commonwealth of Puerto Rico. Provided however,

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